

TAB

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26 April 1956

MEMORANDUM FOR RECORD

SUBJECT: Building - Land Transfer - Discussion with Public Buildings Service

1. In culmination of several earlier telephone conversations, I met this morning with Joseph Moody, Assistant General Counsel, Public Buildings Service and two of his associates, Jack Hurley and John Fretz. The primary purpose of the meeting was to discuss, for information purposes, the mechanics of land transfer, and to insure that the A-2 Contract is submitted to us for concurrence prior to its being forwarded to the architect. In the course of the discussion, as I had expected it might, the question of the operation of the completed building was raised, as were several subordinate questions. I made it clear that any views I expressed were personal and that all commitments must come from the Director.

2. Surprisingly, no strong arguments were needed to convince Moody that the land should be transferred to CIA rather than to GSA. I am of the impression that our victory in the construction issue has set him back on his heels, to the point where he will go along with anything reasonable we propose. At his request I told him the status of our negotiations with the Bureau of Public Roads and the National Park Service. I also told him that the MCPC wishes to readjust boundaries separating the Parkway right-of-way from our proposed site, and that we proposed a meeting with those three agencies in the near future to settle the boundaries and related questions. He expressed a wish that he or a representative might be present, which request I agreed to convey. He stated that we should now get EPR and NPS to declare the property involved excess with a limitation on the Declaration form to use of the property by CIA. These Declarations would go to GSA. The Director should then write the Administrator requesting that these properties be transferred to CIA cost-free. Mr. Hurley will provide a statutory citation to be included, and we should also cite our authorization Act for the building which clearly implies that if we use the Langley site, no money is to be expended for it. GSA will then effect the transfer.

3. In the course of discussion he indicated his belief that we should decide at an early date who is to have control of the completed building. I expressed the view that we would probably like to retain

control, as we have done in the construction, but that we would probably invite GSA assistance in its operation. I expressed the view that due to our peculiar security problems, we might well find it desirable to operate our own guard force, but that maintenance could probably be performed more efficiently by GSA. I suggested, and Moody agreed, that the various facets of the operation of the building could probably best be settled through a written agreement between the two agencies, similar to the agreement we have reached on construction. Moody said he felt this was important, because (as has been predicted in an earlier memorandum for the record) GSA would have to make budgetary provisions for their share of building operations. I suggested that the land transfer should be completed first, and that we could then proceed to those questions of building operations; Moody agreed.

4. We had some discussion on the question of jurisdiction over the Langley site. Moody stated that, if FRS were making the determination, he would be inclined to recommend concurrent Federal-State jurisdiction, rather than exclusive Federal jurisdiction such as the Department of Defense has over the Pentagon. The reason he said is that there is little difficulty about keeping state authority out of Federal property, even if the Federal interest therein is only proprietary. A more chronic difficulty is getting them to come in, e.g. with fire-fighting equipment. Under the state laws, the fireman often lose the protection of compensation statutes if they leave the state's jurisdiction and enter an area which is exclusively Federal. The report of the over-all government study on concurrent jurisdiction is being presented to the Cabinet today, so it will probably be available generally in the near future. Moody and I agreed to consider the jurisdiction question further, after the land transfer and probably after the report is available.

5. We did not engage in any special discussion on concessions, but there was some passing mention of the cafeteria. Moody confirmed my view that the establishment of GSI in new government buildings is a result of GSA policy, and not of a contractual obligation, and that such policy could be varied. He expressed a personal antipathy to GSI cafeterias, which could result in his enlistment as an ally.

6. The appointment of Poorman as Acting Commissioner of Public Buildings resolves the questions we have listed about the "Disputes" clauses in the A-E Contract since Poorman will sign and the right of appeal will be to the Administrator. GSA has accepted our suggested revision of Section III (h) — the provision which determines the time of final payment. I stated to Moody that Colonel White expected to see the contract for final concurrence prior to its submission to the architect. Moody said he did not recall the relevant provisions of the CIA-GSA agreement, but they would, of course, be complied with.

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